

Nassau Financial Federal Credit Union Online Banking Agreement

This agreement (this "Agreement") governs your and our rights and responsibilities concerning Online Banking and other Online Banking services we may make available to you. Please read this entire Agreement carefully before you consent and keep a copy for your records. You agree to be bound by all terms and conditions contained in this Agreement, which are in addition to the terms and conditions in any of our other agreements with you.

Definitions: In this Agreement, the plural form of a word also means the singular, and vice versa.

"You," "your," or "yours" means each of you who uses Online Banking including any joint owner or authorized user. **"Credit Union," "we," "us," "our," or "ourselves"** means the Credit Union providing this Agreement to you. **"Account"** means any one or more accounts or loans you have with the Credit Union in which you have an ownership interest or as to which you are an authorized user. **"Access Code"** means any username, password, personal identification number (commonly known as a "PIN"), token, security picture and phrase, or security questions you use to access any Account.

"Access Device" means any device that we allow you to access or to use any Account or other service including any computer, smart-phone, or other hardware.

"Mobile Banking" means any service by which we allow you to access or to use any Account via smartphone, computer tablet, or similar Access Device.

"Online Banking" means any service by which we allow you to access or to use any Account via the Internet through the use of any Access Device; Online Banking includes Mobile Banking.

Account Access

You may access Online Banking through the Internet using an Access Device and your Access Code. You will also be asked to register the computer you routinely use to access Online Banking. Registering your computer forms a digital fingerprint, allowing our system to recognize your computer each time you access Online Banking. You agree that the use of your Access Code will have the same effect as your signature authorizing transactions and that we may treat any person who accesses your Online Banking using valid Access Codes as a person you have authorized to do so.

You agree that, when you use Online Banking, you remain subject to the terms and conditions of this Agreement in addition to the terms and conditions in our other agreements with you and with any unaffiliated service providers, including, but not limited to, your Internet service provider or mobile service provider and that this Agreement does not amend or supersede any of those unaffiliated service provider agreements. You understand that those agreements with unaffiliated service providers may provide for fees, limitations and restrictions that might affect your use of Online Banking (such as data usage or text messaging charges imposed on you by your mobile service provider for your use of or interaction with Online Banking), and you agree to be solely responsible for all such fees, limitations and restrictions. You agree that any unaffiliated service provider is responsible for its products and services and that the Credit Union isn't. Accordingly, you agree to resolve any problems with those products and services directly with your unaffiliated service provider, and you release the Credit Union from and against any and all claims, damages, losses and liability in connection with the use of an unaffiliated service provider's products and services.

Mobile Banking

Mobile Banking is offered as a convenience and supplemental service available with Online Banking. To access Mobile Banking, you must download our mobile application or access our mobile interface with your Access Device then enter your Access Code. Some services may not be available through Mobile

Banking. Mobile Banking may not be accessible or may have limited utility over some network carriers and may not be supportable on all Access Devices.

Account Balance and Transactions

The account balance and transaction history information available to you through Online Banking may be limited and not completely up to date. Also, the availability of funds for transfer or withdrawal may be limited due to the processing time for automated teller machine or debit card transactions and our Funds Availability Policy. We reserve the right to limit the types and number of accounts or transactions eligible and we reserve the right to refuse to make any transaction you request through Online Banking.

Account Alerts If you set up alerts (“**Alerts**”) in Online Banking, we will send the Alerts to the email address or text email address you specify in the Alert setup. Please be aware that the information transmitted may not be secure, and we cannot and do not guarantee the security of any such information. We will not be liable to you for any losses caused by your failure to properly use or respond to Alerts. We assume no responsibility for (and you agree that we are not liable for) the timeliness, accuracy, completeness, reliability, deletion, or mis-delivery of any Alerts. You agree that we will not be liable for any delays in the content, or for any actions you take in reliance thereon. If you need current account information you agree to contact us directly.

User Security

You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using Online Banking. You agree not to leave your Access Device unattended while logged onto Online Banking and to log off immediately at the completion of each access by you.

Security of Access Code:

The Access Code you select is confidential and should not be disclosed to third parties or recorded. You are responsible for safekeeping your Access Code. You agree not to disclose or otherwise make your Access Code available to anyone not authorized to access or use your Account. If you authorize anyone to use your Access Code (and have notified us in writing of such authority) that authority will continue until you specifically revoke such authority by notifying us in writing (or by any other method we may require or permit).

Liability for Unauthorized Access

You are responsible for all transactions you authorize under this Agreement. If you permit other persons to use Online Banking or to use your Access Code, you are responsible for any transactions such persons authorize or conduct on any of your Accounts. Notify us at once if you believe anyone has used your Access Code or accessed your Account through Online Banking without your authorization.

Account Ownership/Accurate Information

You represent that you are the legal owner of your Account and any other financial information that may be accessed or transmitted through Online Banking. You represent and agree that all information you provide to us in connection with Online Banking is accurate, current and complete, and that you have the right to provide such information to us. You agree not to misrepresent your identity or your Account information. You agree to keep your Account information up to date and accurate.

User Conduct

You agree not to use Online Banking or the content or information delivered through Online Banking in any way that would: (a) infringe any third-party copyright, patent, trademark, trade secret or other proprietary rights or rights of privacy, including any rights in the Software; (b) be fraudulent or involve the sale of counterfeit or stolen items, including, but not limited to, use of Online Banking to impersonate another person or entity; (c) violate any law, statute, ordinance or regulation (including, but not limited to, those governing Internet gambling, export control, consumer protection, unfair competition, anti-discrimination or false advertising); (d) be false, misleading or inaccurate; (e) create liability and/or potential liability for us or our affiliates or service providers, or cause us to lose (in whole or in part) the services of any of our service providers; (f) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (g) potentially be perceived as illegal, offensive or objectionable; (h) interfere with or disrupt computer networks connected to Online Banking; (i) interfere with or disrupt the use of Online Banking by any other user; or (j) permit unauthorized entry or access to the computer systems of others.

No Commercial Use or Re-Sale

You agree that the Online Banking service is only for the personal or business use of authorized individuals. You agree not to make any commercial use of Online Banking or resell, lease, rent or distribute access to Online Banking.

Indemnification

Unless caused by our intentional misconduct or gross negligence, you agree to indemnify, defend and hold the Credit Union, its affiliates, officers, directors, employees, consultants, agents, service providers, and licensors harmless from and against any and all third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorneys' fees) caused by or arising from: (a) a third party claim, dispute, action, or allegation of infringement, misuse, or misappropriation based on information, data, files, or otherwise in connection with Online Banking; (b) your violation of any law or rights of a third party; or (c) your use, or use by a third party, of Online Banking.

Termination of Services

You agree that we may terminate this Agreement and your use of Online Banking if: (a) you or any authorized user of your Account or Access Code breaches this or any other agreement with us; (b) we receive a request to change or remove an authorized user; (c) we have reason to believe there has been an unauthorized use of your Account or Access Code; or (d) as otherwise stated in your Membership and Account Agreement. You or any other owner of your Account may terminate this Agreement by notifying us by telephone or in writing. If you notify us by telephone, we may require that you confirm your request in writing. The termination of this Agreement will not affect your or our rights and responsibilities under this Agreement for transactions that were initiated before termination.

Alterations, Amendments and Updates

We may alter or amend the terms of this Agreement and any associated fees from time to time in our sole discretion, and we will send you a notice of change as required by applicable law. Any use of Online Banking after we send you a notice of change will constitute your agreement to such change. Further, we may revise or update the Online Banking system or program from time to time in our sole discretion, and any such revision or update may render all such prior versions obsolete. As a result, we reserve the right to terminate this Agreement as to all such prior versions of the Online Banking programs, services, and related material as well as to permit access to Online Banking's most recent version only. From time to time, we may add, modify or cancel any Online Banking feature or service we offer without notice, except as may be required by applicable law. Any new Online Banking feature or service will be governed by

this Agreement and by any agreement provided to you at the time the new Online Banking feature or service is added or at the time of enrollment for the feature or service, if applicable. **Enforcement** This Agreement or any claim or dispute arising under this Agreement will be construed in accordance with and governed by the laws of the State of New York, together with specifically applicable federal laws governing this Agreement. If any law or judicial ruling renders any term or condition of this Agreement unenforceable, the remaining terms and conditions will remain in full force and effect.

Waiver

We have the right to waive the enforcement of any term or condition of this Agreement. We will not be deemed to have waived any of our rights or remedies under this Agreement unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. No such waiver will modify the terms and conditions of this Agreement.

Disclaimer of Warranties

YOUR USE OF ONLINE BANKING AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRDPARTIES) IS AT YOUR OWN SOLE RISK AND ONLINE BANKING IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF ONLINE BANKING, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT (a) ONLINE BANKING WILL MEET YOUR REQUIREMENTS; (b) ONLINE BANKING WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (c) THE RESULTS THAT MAY BE OBTAINED FROM ONLINE BANKING WILL BE ACCURATE OR RELIABLE; AND (d) ANY ERRORS IN ONLINE BANKING WILL BE CORRECTED.

Assignment

You may not assign this Agreement to any other party. We may assign this Agreement or assign or delegate certain of our rights and responsibilities to any affiliated company, independent contractor or other third-party service providers.

FINANCIAL INSTITUTION'S LIABILITY

Liability for failure to make transfers. If we do not complete a transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If, through no fault of ours, you do not have enough money in your account to make the transfer.
- (2) If you have an overdraft line and the transfer would go over the credit limit.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) For any losses and/or damages that you suffer which we have disclaimed liability for under the terms of this Agreement.

CONFIDENTIALITY

We will disclose information to third parties about your account or the transfers you make:

- (1) where it is necessary for completing transfers; or
- (2) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; or
- (3) in order to comply with government agency or court orders; or
- (4) as explained in the separate Privacy Disclosure.
- (5) as otherwise set forth in the terms of this Agreement.

Other Limitations of Liability: We will make all reasonable efforts to ensure the availability of Online Banking. However, there may be certain times when Online Banking is unavailable because of maintenance (scheduled or unscheduled) or as a result of unforeseen events such as earthquakes, fires, floods, etc. We will not in any way be liable for the unavailability or any consequential damages that may result. We make no representation that any content or use of Online Banking is available for use in locations outside of the United States. Accessing and using Online Banking from locations outside of the United States is at your own sole risk. We will not be liable to you for any losses caused by your failure to use Online Banking properly. We have no responsibility or liability whatsoever as to your Access Device, your software, Internet service, or any use thereof.

WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF, ONLINE BANKING, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

UNAUTHORIZED TRANSFERS

(a) Consumer liability.

- *Generally.* Tell us AT ONCE if you believe your card and/or code has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check or draft. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within 2 business days after you learn of the loss or theft of your card and/or code, you can lose no more than \$50 if someone used your card and/or code without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your card and/or code, and we can prove we could have stopped someone from using your card and/or code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

- **Additional Limit on Liability for VISA® Debit Card.** Unless you have been negligent or have engaged in fraud, you will not be liable for any unauthorized transactions using your lost or stolen VISA® Debit Card. This additional limit on liability does not apply to ATM transactions outside of the U.S., to ATM transactions not sent over Visa or Plus networks, or to transactions using your Personal Identification Number which are not processed by VISA®. Visa is a registered trademark of Visa International Service Association.

(b) Contact in event of unauthorized transfer. If you believe your card and/or code has been lost or stolen, call or write us at the telephone number or address listed in this brochure. You should also call the number or write to the address listed in this brochure if you believe a transfer has been made using the information from your check or draft without your permission.

ERROR RESOLUTION NOTICE

In Case of Errors or Questions About Your Electronic Transfers, Call or Write us at the telephone number or address listed in this brochure, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- (1) Tell us your name and account number (if any).
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days (5 business days for VISA® Check Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days (90 days if the transfer involved a new account, a point-of-sale transaction, or a foreign-initiated transfer) to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days (5 business days for VISA® Debit Card point-of-sale transactions processed by Visa and 20 business days if the transfer involved a new account) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. Your account is considered a new account for the first 30 days after the first deposit is made, unless each of you already has an established account with us before this account is opened. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

Consent for Online Banking Agreement

By typing "YES" in the "Accept" box --- You have received, read, and understood, and you hereby consent and agree to, the terms and conditions of this Online Banking Agreement. If you do not type "YES" in the "Accept" box - You do not consent to this Online Banking Agreement and you understand that, by withholding such consent, you agree to cancel this transaction.

Account Aggregation

Aggregate information from all your online financial accounts. Consolidate, organize and present bill information from credit card companies, utilities and other organizations offering online viewing of bills. Please take a few minutes to read this User Agreement. When you're ready, click the "I Agree" button to start enjoying the convenience and financial security of Account Aggregation!

Nassau Financial Federal Credit Union Account Aggregation's Terms & Conditions

Welcome to Nassau Financial Federal Credit Union's Account Aggregation, the next generation of online personal finance management. With our fully interactive Account Aggregation service (the "Account Aggregation Service") you may perform any of the following functions:

Aggregate information from all your online financial accounts

Consolidate, organize and present bill information from credit card companies, utilities and other organizations offering online viewing of bills

Some of these features may not be available, or may have limited functionality, due to limits of applicable law, the ability of Nassau Financial Federal Credit Union to obtain on-line financial information from other financial institutions, and the terms and conditions contained in the agreements governing your existing accounts.

Description of Account Aggregation Features

Aggregation of Online Financial Accounts

You may use your Account Aggregation Service to consolidate, organize and present certain information from your accounts at Nassau Financial Federal Credit Union and with third parties such as banks, credit unions, brokerages, credit card providers, billers, and other sources of financial information ("Information Providers") on secure web pages. For each of your registered accounts on the Service you will need to provide your User ID, password and/or personal information numbers (PINs) so that Nassau Financial Federal Credit Union can retrieve your account information.

Setup of the Service

To begin using your Account Aggregation Service, there are some preliminary legal and informational requirements that need to be completed.

Account Information

It is necessary for Nassau Financial Federal Credit Union to access third party Web sites and databases containing information regarding your accounts and financial relationships to provide certain of the features included in the Account Aggregation Service. Nassau Financial Federal Credit Union regards your privacy and security with the

Errors and Corrections

We must rely on the information provided by you to provide the Account Aggregation Service, and other financial institutions and service providers rely on that information as well. If you provide us with incorrect information or if there is any error in your instruction, we will make all reasonable efforts to reverse or delete such instructions, but we may not be able to do so.

Access

In order for us to provide the Account Aggregation Service, we will request certain information from you (such as user IDs, passwords, account numbers) regarding your accounts and financial relationships that you designate to be part of the Account Aggregation Service ("Third Party Accounts"). In addition, we will need to access third party Web sites and data bases containing information regarding your Third Party Accounts to perform certain of the Account Aggregation Services. You authorize us to (i) use any information you provide to us about your Third Party Accounts, (ii) access any Third Party Accounts, (iii) retrieve any information from the providers of those Third Party Accounts and (iv) use any information we obtain about your Third Party Accounts as you request or as necessary to perform the Account Aggregation Services.

Agency

For as long as you are using the Account Aggregation Service, you grant us a limited power of attorney and appoint us as your true and lawful attorney-in-fact and agent, with full power of substitution and

resubstitution, for you and in your name, place and stead, in any and all capacities, in connection with your accounts at Nassau Financial Federal Credit Union and any Third Party Accounts. As your agent, you grant us the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with the Account Aggregation Service, as fully to all intents and purposes as you might or could do in person. You understand that we may provide certain of your information to third parties in connection with providing the Account Aggregation Service, such as may be required to verify funds transfer instructions.

Joint Accounts

If any of the accounts that you register under the Account Aggregation Service is a joint account, you confirm that your joint account holder has consented for you to use that account with the Account Aggregation Service. We will end your use of the Account Aggregation Service if any joint account holder notifies us that (i) they never consented to your use of the Account Aggregation Service, (ii) the joint account can no longer be operated on your instructions alone, or (iii) they are withdrawing consent for you to operate the joint account.

Additional Information

We may obtain and act upon such additional information as we deem reasonably necessary to insure that you, or persons to whom you may transfer funds, are not using the Account Aggregation Service in violation of applicable law, including laws and regulations designed to prevent "money laundering" or the transfer of funds to or from persons or organizations whose accounts are blocked under regulations of the Office of Foreign Asset Control (OFAC) of the United States Treasury Department.

Electronic Communications

The Account Aggregation Service is an electronic, Internet based-service. This Agreement will be entered into electronically, and all communications associated with this Agreement and the Account Aggregation Service may be provided by electronic means and will be considered to be "in writing", including:

This Agreement and any amendments, modifications or supplements to it.

Any initial, periodic or other disclosures or notices provided in connection with the Account Aggregation Service, including without limitation those required by federal or state law.

Any customer service communications, including without limitation communications with respect to claims of error or unauthorized use of the Account Aggregation Service.

Any other communication related to the Account Aggregation Service.

Although we may provide communications to you in paper format at any time, you agree that we are under no obligation to do so. You should print a paper copy of this Agreement and any electronic communications that are important to you and retain the copy for your records.

Your Warranties

You warrant and represent that the information you are providing us with is true, correct and complete. We are not obliged to take any steps to confirm or authenticate any instructions given or apparently given by you and, assuming such types of instructions are permitted under the Account Aggregation Service, we will act on them without getting further confirmation.

You understand that if you provide us with incorrect information or if there is any error in your instruction we will make all reasonable efforts to reverse or delete such instructions, but you accept full responsibility and liability for losses and damages resulting from any of your errors, duplication, ambiguities or fraud in the information that you provide. In addition, if any information you provide is untrue, inaccurate, not current or incomplete, we may recover from you any costs or losses incurred by us or charged or asserted against us as a direct or indirect result of the inaccurate or incomplete information.

You agree not to impersonate any person or use a name that you are not authorized to use. You represent and warrant to us that you have the right to authorize and permit us access to your Third Party Accounts, and you assure us that by disclosing the information to us and by authorizing us to use such information to access your Third Party Accounts, you are not violating any third party's rights.

You agree to promptly update your registration records if your e-mail address or other information changes. You agree to update your records, such as your e-mail address, using the Account Aggregation Service through the Profile section of the Service.

You warrant that you will not use the Account Aggregation Service for any purpose that is unlawful or is not permitted, expressly or implicitly, by the terms of this Agreement or by any applicable law or regulation. You further warrant and represent that you will not use the Service in any manner that could damage, disable, overburden, or impair the Account Aggregation Service or interfere with any other party's use and enjoyment of the Account Aggregation Service.

Nassau Financial Federal Credit Union's Liability

We are only liable to you for any losses and damages arising from our gross negligence or willful misconduct or if we breach a representation or warranty to you. We are not liable for any losses and/or damages in any event suffered by any non-party to this Agreement.

Limits of Nassau Financial Federal Credit Union's Responsibilities

In connection with the Account Aggregation Service, we are acting at all times as your agent with respect to any interactions with third parties. Your relationship with each Third Party Account provider is independent of us, and you are ultimately liable and responsible for any actions that we take on your behalf while providing the Account Aggregation Service. We have no control over, and will not be responsible or liable for, any acts or omissions by the financial institution or other provider of any Third Party Account.

We are not liable for any costs, fees, losses or damages of any kind incurred as a result of (1) our access to the Third Party Accounts; (2) our retrieval of or inability to retrieve information from the Third Party Accounts; (3) any inaccuracy, incompleteness or misinformation contained in content retrieved from the Third Party Accounts; (4) any charges imposed by the provider of any Third Party Account; (5) any failure of a third party financial institution's information technology system that results in our inability to retrieve information.

You are responsible for ensuring timely payment of all bills. We are not responsible for the accuracy of your electronic bill(s); we only present the information we receive or retrieve from the party that is billing you. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be addressed with the party billing you. This Agreement does not alter your liability or obligations that currently exist between you and any party whose bills you pay using the Account Aggregation Service.

EXCEPT AS EXPRESSLY SET FORTH ON OUR WEB SITE OR IN THIS AGREEMENT, WE DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING NONINFRINGEMENT OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. WE MAKE NO WARRANTY OR REPRESENTATION REGARDING THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE ACCOUNT AGGREGATION SERVICE, THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE ACCOUNT AGGREGATION SERVICE, THE ACCURACY OF ANY INFORMATION RETRIEVED BY US FROM ANY ACCOUNTS OR THAT THE ACCOUNT AGGREGATION SERVICE WILL MEET ANY USER'S REQUIREMENTS, BE UNINTERRUPTED, TIMELY, SECURE OR ERROR FREE.

WE WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND RESULTING FROM THE USE OF OR THE INABILITY TO USE THE ACCOUNT AGGREGATION SERVICE, INCLUDING DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Service Discontinuation

We may discontinue the Service at any time, with or without notice, without liability to you, any other user or any third party. We reserve the right, subject to applicable law, to terminate your right to use the Service at any time and for any reason, with or without notice, and without liability to you.

You may terminate your use of the Account Aggregation Service at any time by deleting each of the Financial Institutions that you have uploaded into your Account through the Service. Once your use of the Account Aggregation Service has been terminated for any reason, you will have no further right or access to use the Account Aggregation Service, and thereafter we will not be responsible for performing or maintaining any feature of the Account Aggregation Service on your behalf for any reason.

Once you notify us that you wish to cease using the Account Aggregation Service as provided in this Agreement and we have a reasonable opportunity to act on that notice, the limited power of attorney created by this Agreement is automatically revoked.

Indemnification

You agree to indemnify, defend and hold us harmless from and against any and all third party claims, liability, damages and/or costs (including, but not limited to, attorneys fees) arising from your use of the Account Aggregation Service; our reliance on the information, instruction, license and/or authorization provided by you under or pursuant to this Agreement, and/or your violation of this Agreement.